

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

Jierong Wang,

Plaintiff,

v.

xindakangmaoyi, and 9IUOOM INC

Defendants

Case No. 24-cv-01812

Hon. Vernon S. Broderick

Hon. Ona T. Wang

(revised) CONSENT JUDGMENT

This action has been commenced by Plaintiff, Jierong Wang (hereinafter, referred as “Plaintiff”) against Defendants, xindakangmaoyi and 9IUOOM INC. Plaintiff and Defendant, 9IUOOM INC. (hereinafter, referred to as “Defendant”) have signed a settlement agreement. Plaintiff and Defendant have resolved all claims arising from the allegations in the Complaint.

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defendant since Defendant directly its business activities towards consumers in the United States, including New York. Specifically, Defendant has targeted sales to New York residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including New York, accept payment in U.S. dollars and/or funds from U.S. bank accounts, and have sold products that infringe Plaintiff’s patent, registered under United States Patent No. D931,947 S (“the ’947 Patent”), to residents of New York.

THIS COURT FURTHER FINDS that Defendant is liable for willful patent infringement (35 U.S.C. § 271, *et seq.*).

IT IS HEREBY ORDERED that:

1. Defendant, its officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under or in active concert with them be permanently enjoined and restrained from:
 - a. Making, using, selling, offering for sale, or importing the unauthorized products that infringe the '947 Patent, or any similar product that infringes the '947 Patent, without the express authorization of Plaintiff;
 - b. Inducing or contributing to infringement of the '947 Patent by others, including but not limited to enabling, assisting, or encouraging others to make, use, sell, offer for sale, or import the unauthorized products that infringe the '947 Patent;
 - c. Engaging in any act that infringes the '947 Patent or contributing to such infringement, thereby damaging Plaintiff's patent rights and its associated goodwill;
 - d. Manufacturing, distributing, advertising, or holding for sale any products not authorized by Plaintiff that infringe on the '947 Patent, or assisting others in such activities.
2. Pursuant to the parties' settlement agreement, Defendant shall pay Plaintiff \$260,000.00 or the maximum amount withheld by Amazon in damages (hereinafter collectively referred to as "Damages Amounts"). Defendant, 9IUOOM INC., hereby relinquishes any interest in the Damages Amounts.
3. Amazon.com, Inc. ("Amazon") is ordered to transfer the Damages Amounts from Defendant's accounts to Plaintiff within seven (7) calendar days of receipt of this Order.
4. Upon Amazon's transfer of the Damages Amounts to Plaintiff pursuant to paragraph 2, Amazon shall remove the following ASIN:

Store Name	Seller ID	Associated Email	Platform	Removed ASIN
9IUOOM INC	A3UIJRL3A3KDTK	yuchenuss@163.com	AMAZON	B097ZWNWY5Y B0CFTZKQV8 B0CFV4FJH2 B0B4WC4T5N B0987D9VGR B097ZNT3V3 B08GFV6W1F

5. This case is dismissed with leave to reinstate within one hundred and eighty (180) days, at such time, absent a motion to reinstate, shall automatically convert to a dismissal with prejudice.
6. Each party shall bear its own attorney's fees and costs.

Consented and signed by:

Jierong Wang
By: Jierong Wang,
The Plaintiff

Jiaxin Liu
By: Jiaxin Liu
The Defendant

IT IS SO ORDERED.

DATED: August 2, 2024

Vernon S. Broderick
Vernon S. Broderick
United States District Judge